

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN
& FAMILIES, REGION V OFFICE OF HEAD START, ILLINOIS HEAD START/EARLY HEAD START
PROGRAMS
THE ILLINOIS DEPARTMENT OF HUMAN SERVICES' HEAD START COLLABORATION OFFICE
AND THE ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

PURPOSE

The purpose of this Agreement is to enhance working relationships and foster collaborative strategies between child welfare and Head Start/Early Head Start, in order to improve program performance and outcomes for Illinois children, families and communities. The "parties" to this agreement are the Illinois Department of Children and Family Services ("DCFS"), the U.S. Department of Health & Human Services' Administration for Children & Families, Region V Head Start ("ACF"), representing Illinois Head Start/Early Head Start Programs, and the Illinois Department of Human Services' Head Start State Collaboration Office ("HSSCO"). The target population is children ages birth to five who are child welfare-involved and eligible for Head Start/Early Head Start ("HS/EHS").

DEFINITIONS

Applicable definitions for this Agreement include the following.

DCFS

- **Caseworker:** The person(s) responsible for providing direct services to children with whom DCFS is involved. These services include specialized areas, i.e., adoptions, resources, licensing, service coordination, and liaison to courts, as well as general casework, i.e., working with families, children and, if need be, courts, to effect placement of children and maintain protection of the children and families and their rights.
- **DCFS Service Plan:** A written plan that is established between the caseworker and the children/family served and any involved service providers. The DCFS Service Plan purpose is to formulate goals for the child based on their needs for health, safety and well-being that were identified during the assessment process, what actions need to be taken, and identify what interventions and service will be provided to meet the child's/family's needs.
- **Foster Parent/Caregiver:** Persons designated by DCFS to be responsible for the day-to-day care of children and youth for whom DCFS is legally responsible.
- **Intact Family Case:** Children have not been legally removed from the home of their custodial parent or guardian. Intact family cases served by DCFS are voluntary services provided to families as a result of an indicated investigation where, at the time of consideration of case opening, one or more of the following factors exist: a) child subject 6 years of age or younger; b) parent is a former ward; c) sequence equal to or greater than F; d) indicated report within the previous 6 months on any household member; and/or e) indicated paramour involved with the family.

- **Intact Family Services:** Designed to provide short term voluntary services (5 to 7 months), intended to make reasonable efforts to stabilize, strengthen, enhance and preserve family life by providing services that enable children to remain safely at home.
- **Purchase of Service (POS) Agencies:** Child welfare agencies that contract with DCFS to provide casework services to children and families.
- **Statewide Provider Database (SPD):** An online database with comprehensive information on service agencies and programs throughout the state of Illinois. The SPD was initially developed to assist caseworkers in identifying and locating appropriate services for their clients. SPD contains information on services that are open to children and families, DCFS affiliates or not, regardless of whether an agency holds a DCFS contract.
- **Ward:** Children for whom DCFS has temporary protective custody, custody or guardianship via court order, or children whose parents have assigned an adoptive surrender or voluntary placement agreement with DCFS.

HS/EHS

- **Center Based:** HS/EHS services provided to children in classroom settings.
- **Family Partnership Agreement (FPA):** A written plan offered to and established between HS/EHS programs and all enrolled families. The FPA describes family goals and strategies/progress in achieving them. The collaborative partnership building with parents establishes mutual trust and helps them to identify family goals, strengths, and necessary services and other supports. To avoid duplication of effort or conflict with any pre-existing plans HS/EHS families may have with other agencies, the FPA must take into account and build upon, as appropriate, these other plans.
- **Family Child Care:** Care and education provided to children in a private home or other family-like setting. HS/EHS family child care means comprehensive services provided to a small group of children through their enrollment in a family child care setting.
- **Family and Community Partnerships/Family Services:** 45 CFR Part 1304 Subpart C 1304.40 of the Head Start Program Performance Standards sets the regulations for services in the areas of family partnerships, including family partnership building/goal setting, FPAs, parent involvement, transition, referrals and helping families to access community services and resources. Part 1304.41 spells out Community Partnership standards, including community planning and collaboration, advisory committees and transitions. Family services are also interwoven in the other Program Performance Standards, setting forth a comprehensive approach to families in HS/EHS that recognizes them as their children's first and primary teachers and recognizes children holistically, including their families, cultures and communities.
- **Head Start Program Performance Standards (HSPPS):** The federal program standards and regulations that all HS/EHS programs must adhere to in order to continue funding and operating their programs (45 CFR Parts 1301-1310).
- **Home-Based Program:** HS/EHS services provided to children primarily in the child's home through intensive work with the child's parents and family as the primary factor in the growth and development of the child.

GOALS AND OBJECTIVES

This agreement consists of the following goals and objectives.

I. Participation of Child Welfare-Involved Children and Families in HS/EHS Programs

Goal: To enroll and sustain the participation of eligible children and families involved with the child welfare system, including wards of the state that are in substitute care, children of wards, and children in intact families in HS/EHS programs.

A. Recruitment, Enrollment and Information Sharing

1. DCFS/POS will identify children who are or will meet the entry requirements for public school in each HS/EHS grantee service area. Caseworkers will give parents and foster parents information on HS/EHS. On a quarterly basis in each HS/EHS service area, DCFS will provide the HS/EHS grantee agency with lists of child welfare-involved children and children of wards who are of the appropriate ages. To the extent permissible by DCFS/POS confidentiality rules and other applicable laws, information will include: name and birth date of child; contact information of child's caseworker and supervisor; child welfare status of child (ward, child of ward or intact family); address and phone number of child and with whom he or she is residing, i.e., biological parents, foster parents, home of relative; and, the name of any non-custodial parent. In the case of children of wards or those residing in intact families, HS/EHS will determine eligibility based on family income. In the case of wards, who are all eligible for HS/EHS, in addition to the above information DCFS/POS will provide information about the child's health status and special needs, including a physical examination within the last 6 months, up-to-date immunization records, a dental exam within the last 6 months, and an Individualized Family Services Plan (IFSP) or Individualized Education Plan (IEP), for special needs documentation.

Early Head Start (EHS) is a good support for low income families with young children birth to age 3. Establishing and maintaining healthy attachments to and relationships with their primary caregivers is a critical milestone for children this age. Children for whom DCFS has a legal responsibility who have already experienced loss and separation are at risk for not only developing unhealthy attachments, but also for falling behind their peers in meeting developmental milestones. DCFS has developed an EHS referral process, described below, for children birth to age two.

- a. If the child is a ward in the custody of DCFS, the referral for EHS will be driven by the Integrated Assessment (IA), Early Childhood Screening (ECS), Clinical Intervention for Placement Preservation (CIPP) recommendations, or other intervention programs. The results of the assessment or staffing shall support the need for EHS programming. The DCFS early childhood specialist will provide the child's information to the caseworker or designee to make the appropriate referral.
- b. If the child is involved in the DCFS Intact Family and/or teen parenting programs, the process should proceed as outlined above. The distinction being made between wards, children served through Intact or a teen parent program is that the latter groups consist of children who remain in the care of their biological parents and

have not had the adverse experience of losing that relationship. The EHS Home-Based programming option has the benefits of increased attachment. Families enrolled in a home-based option will receive weekly 90-minute home visits to promote parent-child interaction.

- c. If a child who has been seen through IA and/or ECS does not receive a recommendation for EHS center based services after the completion of the assessment, the caseworker, in consultation with ECS, should revisit the idea of making a referral after there has been an indication that developmental and social emotional stability has been achieved. If it is determined that EHS center-based services are not appropriate, then EHS home-based services may be recommended. Home based services would allow a home visitor to provide stability for the child by supporting the parent-child relationship (with birth or foster parent) and in the event the child is returned home, the home visitor could continue to provide this support and continuity of services. The EHS home-based option provides all the same comprehensive services as all E/HS models and can help facilitate the child's transition to center-based care: EHS/HS/or Pre-K program.
- d. Caseworkers may bypass the referral step mentioned in step (a) when a foster parent is in need of child care related services for their child. However, efforts shall be made to ensure that the EHS provider is aware of the child's history and is able to alert the caseworker about any concerns they observe while caring for the child.

2. DCFS/POS will provide parents/caregivers, foster parents and caseworkers for both wards and intact families with information on HS/EHS programs on an ongoing basis. Enrollment may be initiated by either the caseworker or the caregiver.

3. Illinois HS/EHS grantee agencies will actively recruit children and families referred by DCFS/POS, whenever open slots are available. HS/EHS agencies will welcome children and families involved with DCFS and prioritize their enrollment via the agency's selection criteria.

4. Semiannually, Illinois HS/EHS grantee agencies, in conjunction with the HSSCO, will work to provide delegate agency/site updates, as needed, to the DCFS-SPD. A directory of HS/EHS programs that includes the number of slots and program options for each agency shall also be included in the SPD. This current information shall be accessible to child welfare agency staff. The child welfare staff shall share this information with caregivers.

5. At the time of HS/EHS enrollment, caregivers or caseworkers will share information directly with HS/EHS staff that is related to the child's education and social-emotional needs and their performance, strengths, and needed supports.

6. HS/EHS staff will share appropriate information with DCFS/POS staff about the child's development and progress in the program. HS/EHS agencies will meet the needs of children and families by using collaborative partners, including DCFS and POS, as specified in the HSPPS. DCFS/POS and HS/EHS will collaborate on resources to the maximum extent feasible when family needs are identified, especially when community resources are not available.

B. Educational Stability for Wards

1. When issues arise such as inadequate attendance or behavioral, physical, or medical challenges that may threaten a child's positive participation in the program, HS/EHS will contact both the caseworker and the caregiver and will include both in the resolution of the issue.
2. When contacted by a HS/EHS program, caseworkers will respond proactively to all concerns.
3. If a child should move, efforts for the child to remain in the HS/EHS program through the end of the program year will be explored and employed, as warranted and possible.

C. Transition Procedures

1. If it is determined that a child should transition to another program upon a placement move, HS/EHS staff, caseworkers and caregivers will work together to develop and implement an appropriate transition for the child, which may include: an opportunity for the child to say good-bye to HS/EHS staff and other children, as appropriate; collection of art work and other educational materials; and, necessary paperwork for transition to another HS/EHS program.
2. When a HS child moves to kindergarten or an EHS child moves to preschool, the caseworker will collaborate with HS/EHS to help the caregiver select a preschool or kindergarten that is an appropriate setting for the child's transition.

II. Service Provision

***Goal:** To encourage and enhance collaboration among the parties in order to improve service delivery to target families.*

A. Case Conferences

Within 10 days of enrollment in HS/EHS and prior to each six-month period, an Administrative Case Review (ACR) shall be conducted. ACRs are also conducted on an as-needed basis. The caseworker will confer with HS/EHS program staff regarding the child's educational services and outcomes.

B. Implementing the Joint Cooperative Agreement

1. The DCFS/POS child welfare specialist may list the name and mailing address of the appropriate HS/EHS staff person on the case review mailing request of any child enrolled in the HS/EHS program.
2. HS/EHS will follow the HSPPS for service provision and will provide information to the caseworker and caregiver regarding the child's progress, outcomes, and results, as appropriate. HS/EHS staff will work with the DCFS/POS caseworker, the child, and family members, as appropriate, to support the case plan, including the permanency plan.

3. The DCFS/POS team supervisor or designated staff shall meet with a designated HS/EHS staff person at least quarterly during the program year to discuss new referrals from intact families being served by DCFS/POS. It will be the responsibility of DCFS/POS to have discussed the HS/EHS program with the parents and to obtain an appropriate release form(s), as determined by DCFS. At this meeting, numbers of possible referrals can be discussed, but no specific family will be discussed without the appropriate signed release.

4. DCFS/POS shall accept HS/EHS program staff as participants in the child and family team and will invite them to child and family team meetings.

5. In order to share information regarding the goals and services established by the HS/EHS program, the child's progress, the relationship with foster and birth parents, and the child's health and well-being issues, HS/EHS will invite DCFS/POS caseworkers of children in substitute care, children of wards and children of intact families to participate in parent conferences, home visits, or FPA reviews, as appropriate and needed. HS/EHS staff will participate in the DCFS/POS team/case planning meetings, as feasible. DCFS, POS, and the HS/EHS agency will adhere to all applicable confidentiality rules and laws related to sharing information at these meetings, as specified in Section VI of this agreement.

III. Prevention of Child Abuse and Neglect

Goal: HS/EHS programs will play a conscious and active role in preventing child abuse and neglect.

- A. Upon request, DCFS may provide training and technical assistance for HS/EHS program staff and parents on child abuse and neglect prevention, including protective factors that keep families safe, and on recognizing and responding to signs of family stress.
- B. HS/EHS programs will adhere to the HSPPS that support family strengthening and child abuse prevention.
- C. HS/EHS will include assessment of family support services in their annual program self-assessment.
- D. HS/EHS may integrate the Strengthening Families through Early Care and Education Illinois tool in their process.

IV. Reporting Child Abuse and Neglect

Goal: Ensure the safety of children participating in HS/EHS programs.

- A. HS/EHS program staff shall report all cases of suspected child abuse or neglect via the Child Abuse Hotline. In the cases of reports made on child welfare-involved children and families, where there is an existing relationship between HS/EHS program staff and the caseworker, staff will also inform the caseworker of the report.
- B. Child protection investigative staff persons are responsible for the completion of the investigation. Once an investigator is assigned, he or she will work with the HS/EHS program to ensure that an appropriate safety plan and supports are available to the child and the caregiver.

- C. All HS/EHS staff will cooperate with DCFS investigators during child protection (abuse and neglect) and licensing investigations.
- D. The DCFS investigator will acknowledge to the reporter if the investigation is active and determine if the reporter has more information to share. The investigator will not share specific investigatory information with the reporter. The investigator shall keep all reporting sources anonymous. The reporter will be notified of the investigation's finding.

V. Training

Goal: All DCFS and POS caseworkers and their supervisors and all HS/EHS program staff have the information they need to fully collaborate with each other to benefit child welfare-involved children and their families.

- A. DCFS and HS/EHS will coordinate and provide cross-training on policies, procedures and services that inform or are included in this Agreement, including but not limited to:
 - 1. DCFS Educational Services;
 - 2. Basic orientation of services offered by the parties;
 - 3. HS/EHS eligibility and enrollment procedures for DCFS wards, children of wards and children in intact families involved with the child welfare system;
 - 4. Roles of caseworkers, caregivers and HS/EHS staff;
 - 5. Cross eligibility and payment;
 - 6. Completion of the required DCFS Education Report Form/Education Records Transfer Request by HS/EHS staff, in accordance with DCFS procedures;
 - 7. Coordinating case management and service planning processes, as appropriate;
 - 8. Appropriate policies and procedures regarding mandated reporters;
 - 9. Prevention and identification of child abuse and neglect; and
 - 10. HSPPS.
- B. HS/EHS will include a review of this Agreement in their annual staff pre-service or in-service training.
- C. The parties will collaborate to create training tools and to provide training to caseworkers, supervisors and other applicable staff from either agency, as possible and appropriate.
- D. The parties will keep each other informed of efforts and outcomes related to training and technical assistance and will coordinate their professional development activities, as possible and appropriate.

VI. Confidentiality

It is the parties' intent to safeguard the privacy of child welfare-involved children and families and to comply with applicable confidentiality laws and rules including, but not limited to, the following:

- DCFS Rule 402, 406 and 407 (Licensing Standards for Foster Family Homes, Day Care Homes and Day Care Centers, respectively);

- DCFS Rule 431 (Confidentiality of Personal Information of Persons Served by the Department) Child Care Act of 1969 (225 ILCS 10/15);
- Children and Family Services Act (20 ILCS 505/1);
- Abused and Neglected Child Reporting Act (325 ILCS 5/1);
- IL Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1);
- Alcoholism and Other Drug Abuse and Dependency Act (20 ILCS 301/1-1);
- Adoption Act (750 ILCS 50/0.01);
- Head Start Program Performance Standards (45 CFR Parts 1301-1310); Health Insurance Portability and Accountability Act/HIPAA (45 CFR Parts 160-165); and
- The Social Security Act (42 USC 1320d-2 through 1320s-7).

When confidential information is exchanged, the following rules shall apply: (1) the confidential nature of the information must be preserved; (2) the information furnished must be used only for the purposes for which it was made available; (3) assurance must be given that the proper steps shall be taken to safeguard the information; and (4) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.

The parties shall inform their employees, consultants, and sub-contractors of such confidentiality obligations and require their compliance therewith, except as may be required by state or federal law, regulation or order.

The parties shall not release information about child welfare-involved children and families received from DCFS without the prior written approval of the Director of DCFS or his/her authorized designee.

VII. Review and Framework

The Term of this Agreement is upon execution of all parties through June 30, 2019. The Agreement may be reviewed and updated annually.

VIII. Miscellaneous

- A. This Agreement is contingent upon and subject to the availability of sufficient funds. The Parties may terminate or suspend this Agreement in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Parties, or sufficient Federal funds have not been made available to the Department by the Federal funding source, (ii) the Governor or the Parties reserves appropriated funds, or (iii) the Governor or the Parties determines that appropriated funds, or Federal funds, may not be available for payment. The Parties shall provide notice, in writing, to the other Parties, of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon receipt of such notice.
- B. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

- C. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
- D. The Parties shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Adm. Code 509. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.
- E. No member, official, director, employee or agent of DHS or DCFS shall be individually or personally liable in connection with this Agreement.
- F. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon DHS and DCFS and their respective successors and permitted assigns.
- G. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
- H. All written notices, requests and communications may be made by electronic mail to the e-mail addresses of the individuals set forth below.

To DHS: Secretary
 James T. Dimas
 Illinois Department of Human Services
 100 South Grand Avenue East, 3rd Floor
 Springfield, IL 62702

To ACF: Regional Program Manager
 Kay Willmoth
 Administration for Children and Families, Office of Head Start
 233 North Michigan Avenue, Suite 400
 Chicago, IL 60601

